

Child and Family Counseling Group

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Collaborative Divorce Statement of Understanding

Goal of Collaborative Divorce:

The goal of Collaborative Divorce is to help the divorcing couple to work successfully within the Collaborative Practice structure to achieve a positive resolution that minimizes the negative economic, social and emotional consequences the family often experiences in the traditional adversarial divorce process.

In order to accomplish this goal, three independent disciplines work together as a team to integrate the legal, emotional and financial aspects of divorce.

Role of Collaborative Divorce Coaches:

1. Identify and prioritize the goals/concerns of each person
2. Make effective use of conflict resolution skills
3. Develop effective co-parenting skills
4. Work collaboratively with the couple, their attorneys and other involved professionals to enhance communication and reduce misunderstandings
5. Direct their best efforts towards keeping the collaborative process moving toward resolution
(Note: Although you will be working with a licensed mental health professional, that professional will be working with you in the role of a divorce coach, not a psychotherapist.)

Role of the Child Specialist:

1. Provide the child an opportunity to voice his/her concerns regarding the divorce
2. Provide parents with information and guidance to help their child through the divorce
3. Give information to the parents and the team that will help in developing an effective co-parenting plan
(Note: Although the Child Specialist is a licensed mental health professional, the specialist will not be providing therapy for your child.)

Role of the Financial Specialist:

1. Provide ongoing practical financial guidance, planning support and budgeting throughout the divorce process
2. Assist with gathering of financial information
3. Provide financial scenarios for clients and attorneys to consider in their decision-making process.

Role of the Collaborative Law Attorney:

1. Represents the best interests of his/her respective client while maintaining the overall goal of the collaborative process.
2. Works collaboratively with the other Collaborative Law attorney and other members of the Collaborative Team.
3. Provides legal coaching and guidance.

Case Manager:

One of your coaches will be acting as case manager to keep your case on track and serve as point person for the team.

Responsibility of the Client:

Each party involved in the divorce is aware that he/she needs to:

1. Abide by the standard California Family restraining orders required by all divorcing couples which states that he or she may not:
 - a. Remove the minor child or children of the parties from the state without the prior written consent of the other party or an order of the court.
 - b. Cash, borrow against, cancel, transfer, dispose of, or change the beneficiaries of any insurance or other coverage including life, health, automobile and disability held for the benefit of the parties and their minor children or child.
 - c. Transfer, encumber, hypothecate, conceal, or in any way dispose of any property, real or personal, whether community, quasi community, or separate, without the written consent of the other party or an order of the court, except in the usual course of business, or the necessities of life.
2. Maintain the confidentiality of all content (written or oral) of the sessions in that under no circumstances will any of this content be used in any future adversarial process.
3. Work for the best interests of the family as a whole.
4. Provide necessary documents in a timely manner.
5. Be honest and forthcoming in all communications relating to the divorce, disclosing all relevant information regardless of whether such information has been requested.

Confidentiality:

1. Both parties agree to sign confidentiality waivers with the Collaborative Coaches and Child Specialists to waive privilege with each team member involved in the process. The specifics of this will be discussed before the confidentiality waivers are signed. The purpose of having signed waivers is to allow team members to maintain the transparency and thus the effectiveness of the team process as they work on behalf of each client.
2. All materials without these specific waivers remain closed and confidential in accordance with California and U.S. Federal Laws. Privileges may be waived in the following situations:
 - a. If there is a reason to believe you are in danger of hurting yourself.
 - b. If you express an intention to hurt someone else.

- c. If there is reasonable suspicion a child or elder is being abused.
 - d. If you have knowledge that someone you know plans to harm another person.
3. Should either party elect to move from the Collaborative Process toward a court process, ***all materials, including all content (both written and oral) of counseling sessions, remain confidential and may not be used in any court proceedings.***

Fees:

All meetings, except for those with the Collaborative Law Attorneys and/or the Financial Specialists will be billed at \$250 per hour. All three disciplines maintain their own fee agreements and bill independently from each other. Payment, for services provided by Child & Family Counseling Group, is due at the end of each meeting.

Team Meetings: In order to serve you effectively as a team, your team members will meet from time to time as needed to discuss relevant issues regarding your case. You will be informed of these meetings ahead of time. Team members will charge their usual hourly rates for these meetings; pro-rated for the actual time spent discussing the case.

Summary notes of four/five way meetings will be sent to each of the parties (and their attorneys) via email or the US Postal Service shortly following the meeting date. Charges for the summary notes will be billed at a proportionate rate of \$250 per hour, the cost of which will be equally applied to each party's billing account.

Time spent by the child specialist gathering data will be billed at the rate of \$250 per hour.

Recognizing that there may be times when you will need to speak with your divorce coach by telephone, the following fee schedule applies: extended phone conversations (in excess of 10 minutes) or emails which require more than 10 minutes to read and/or respond to will be billed in **15 minute increments in proportion to the \$250 hourly rate.**

In the event either party decides to, for whatever reason, subpoena records, require a deposition or instigates any other outside legal action, or upon instigating such an action, the party requesting such information is responsible for all administrative and professional costs to be reimbursed at a rate of \$500 per hour. In addition to the aforementioned costs, the same party will be responsible for all legal and attorney fees incurred by Child & Family Counseling Group during that process.

Messages:

During weekday office hours, we monitor our calls on a regular basis.

Cancellations:

A 24-hour advance notice of cancellation is required for individual meetings. **When a two hour session is scheduled, a 48 hour notice is required.** Because appointment times are reserved exclusively for you, you will be charged the full fee for a late cancellation or missed appointment without appropriate advance notice.

Election to Terminate:

If either party decides that the Collaborative Law process is no longer viable and elects to terminate the status of the case as a Collaborative Law matter, he/she agrees to, in writing, immediately inform the other party, their respective counselors and attorneys. All team members, including lawyers, coaches, child specialist, financial specialist or other jointly retained professionals involved in the collaborative case shall withdraw from the case in the event that the collaborative process is terminated. Information gained through inventories and/or testing procedures can only be utilized in a collaborative process or meeting between clients and mental health professionals.

Child & Family Counseling Group reserves the right to withdraw from the case.

In the event of a termination, all incurred fees are due and payable.

Limitations:

While the Collaborative process is not a guarantee of success and cannot eliminate past disharmony and irreconcilable differences, we believe it offers a positive method toward a cooperative solution. For couples with children, it assists them towards a positive co-parenting relationship. Other organizations using the Collaborative model operate independently from Child & Family Counseling Group and have no legal relationship with Child & Family Counseling Group.

I HAVE READ THE ABOVE STATEMENT IN ITS ENTIRETY, UNDERSTAND THE CONTENT AND AGREE TO ITS TERMS.

SIGNATURE

DATE

PRINTED NAME